

## Agency for International Development

## § 238.16

### § 238.9 No acceleration of Eligible Notes.

Eligible Notes shall not be subject to acceleration, in whole or in part, by USAID, the Noteholder or any other party. USAID shall not have the right to pay any amounts in respect of the Eligible Notes other than in accordance with the original payment terms of such Eligible Notes.

### § 238.10 Payment to USAID of excess amounts received by a Noteholder.

If a Noteholder shall, as a result of USAID paying compensation under the Guarantee, receive an excess payment, it shall refund the excess to USAID.

### § 238.11 Subrogation of USAID.

In the event of payment by USAID to a Noteholder under the Guarantee, USAID shall be subrogated to the extent of such payment to all of the rights of such Noteholder against the Borrower under the related Note.

### § 238.12 Prosecution of claims.

After payment by USAID to an Applicant hereunder, USAID shall have exclusive power to prosecute all claims related to rights to receive payments under the Eligible Notes to which it is thereby subrogated. If a Noteholder continues to have an interest in the outstanding Eligible Notes, such Noteholder and USAID shall consult with each other with respect to their respective interests in such Eligible Notes and the manner of and responsibility for prosecuting claims.

### § 238.13 Change in agreements.

No Noteholder will consent to any change or waiver of any provision of any document contemplated by the Guarantee without the prior written consent of USAID.

### § 238.14 Arbitration.

Any controversy or claim between USAID and a Noteholder arising out of the Guarantee shall be settled by arbitration to be held in Washington, DC in accordance with the then prevailing rules of the American Arbitration Association, and judgment on the award rendered by the arbitrators may be en-

tered in any court of competent jurisdiction.

### § 238.15 Notice.

Any communication to USAID pursuant to the Guarantee shall be in writing in the English language, shall refer to the Hashemite Kingdom of Jordan Loan Guarantee Number inscribed on the Eligible Note and shall be complete on the day it shall be actually received by USAID at the Office of Development Credit, Bureau for Economic Growth, Education and Environment, United States Agency for International Development, Washington, DC 20523-0030. Other addresses may be substituted for the above upon the giving of notice of such substitution to each Noteholder by first class mail at the address set forth in the Note Register.

### § 238.16 Governing Law.

The Guarantee shall be governed by and construed in accordance with the laws of the United States of America governing contracts and commercial transactions of the United States Government.

#### APPENDIX A TO PART 238—APPLICATION FOR COMPENSATION

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

WASHINGTON, DC 20523

Ref: Guarantee dated as of \_\_\_, 20\_\_.

Gentlemen: You are hereby advised that payment of \$\_\_\_ (consisting of \$\_\_\_ of principal, \$\_\_\_ of interest and \$\_\_\_ in Further Guaranteed Payments, as defined in §238.2 of the Standard Terms and Conditions of the above-mentioned Guarantee) was due on \_\_\_, 20\_\_\_, on \$\_\_\_ Principal Amount of Notes issued by Hashemite Kingdom of Jordan (the "Borrower") held by the undersigned. Of such amount \$\_\_\_ was not received on such date and has not been received by the undersigned at the date hereof. In accordance with the terms and provisions of the above-mentioned Guarantee, the undersigned hereby applies, under §238.8 of said Guarantee, for payment of \$\_\_\_, representing \$\_\_\_, the Principal Amount of the presently outstanding Note(s) of the Borrower held by the undersigned that was due and payable on \_\_\_ and that remains unpaid, and \$\_\_\_, the Interest Amount on such Note(s) that was due and payable by the Borrower on \_\_\_ and that